



1671 Jefferson Davis Hwy.
 Fredericksburg, VA 22401
 (540) 899-2700
 Fax (540) 899-0029

February 1, 2005

Oussama Berro
 O & KB, LLC
 4710 Warren Ave.
 Detroit, MI 48210

Dear Mr. Berro:

Business Loan Express, LLC. (BLX) is pleased to advise you that you have been approved for a loan by Business Loan Center, LLC. (BLC), the small business lending subsidiary of BLX, subject to the following terms, conditions and the issuance of a \$450,000 guaranty by the United States Small Business Administration (SBA):

BORROWER OC: O & KB, LLC

LOAN AMOUNT: \$600,000

USE OF PROCEEDS: \$600,000 - Purchase land and building

TERM/AMORTIZATION: 21 Years

COLLATERAL: First Commercial Real Estate Mortgage on the property located at 4710 Warren Ave, Detroit, MI 48210

First Lien on All Business Assets of the borrower now owned or hereafter to be acquired

INTEREST RATE: Wall Street Journal Prime + 2.25% adjusted on the 1st day of each calendar quarter

PERSONAL GUARANTORS: Oussama Berro
 Kamal Berro

OWNERSHIP INTEREST: At closing you will provide evidence, satisfactory to BLC, that the ownership of the OC and EPC (if applicable) is as follows:

<u>OC:</u>	
Oussama Berro	85%
Kamal Berro	15%
Total	100%

EPC:
 N/A

Borrower further agrees that any owner or 20%, or more, of an ownership interest in either the OC or EPC will provide an unconditional joint and several guaranty of the loan, even if not listed as a Personal Guarantor above.

PACKAGING FEE: \$975 - Because this loan application is subject to SBA approval and review, it will be necessary to package the documentation in accordance with SBA regulations and procedures. While you are under no obligation to do so, we recommend that this packaging service be performed for you by BLC. This is a non-refundable fee.

1-800-SBA-Loan

Subsidiary Companies of Business Loan Express, LLC:

Business Loan Center, LLC BLX Capital, LLC BLX Commercial Capital, LLC Page 1 of 7

SBA GUARANTY FEE: \$13,500. The obligation of BLC pursuant to this commitment is subject to satisfaction, as determined by BLC, in its sole discretion, of all of the terms and conditions imposed by the SBA in their Loan Authorization and/or contained herein.

PREPAYMENT: If borrower prepays more than 25% of the outstanding principal balance of the loan in the first three years following disbursement, a prepayment penalty of 5% in the first year, 3% in the second year, and 1% in the third year will be assessed.

LATE PAYMENT: If a payment is more than ten (10) days late, you will be charged 5% of the unpaid portion of the regularly scheduled payment as a penalty.

MONTHLY PAYMENTS: An initial payment of interest only shall be collected at closing. This payment will cover the period from the date of closing until the end of the month in which the closing occurs. Thereafter, monthly payments of principal and interest will be based on a schedule that will fully amortize the Loan over its 25-year term. Monthly payments will be automatically withdrawn from your account on the first of the month. The monthly payment would be \$4,836.05 (at today's interest rates); however, the amount will be adjusted to reflect changes in the interest rate as they occur.

EQUITY CONTRIBUTION: Prior to closing, you must provide evidence, satisfactory to BLC, in its sole discretion, that you have contributed at least \$210,000 as equity capital towards land/building (\$150,000), inventory (\$20,000), working capital (\$15,000), and closing costs (\$25,000).

If you have not paid the Equity Contribution by the date of closing, the Equity Contribution must be funded at closing.

COLLATERAL REQUIREMENTS: Prior to closing and at your cost and expense, BLC will order, review and approve the following:

- Appraisal: A certified appraisal on the Real Property located at 4710 Warren Ave, Detroit, MI 48210 with a value of no less than \$750,000 in form and substance and issued by an appraiser acceptable to BLC
- Survey: An American Land and Title Association (ALTA) survey of the property(s) prepared, certified and sealed by a professional engineer or registered land surveyor licensed in the state where the property is located.
- Searches: UCC, litigation and tax lien searches for Borrower(s) and/or Guarantor(s).
- UCC Filing: BLC intends to pre-file a UCC statement against Borrower. Borrower hereby authorizes BLC through any of BLC's employees, agents or attorneys to file prior to closing the loan referenced in this letter, any and all financing statements required to perfect Lender's security interest and liens in the Borrower's assets under the UCC without authentication or execution by Borrower.
- Environmental Assessment: A Phase I, conducted by a licensed environmental firm, acceptable to BLC in its sole discretion, on the real property located at 4710 Warren Ave, Detroit, MI 48210.

INSURANCE REQUIREMENTS: All insurance policies and the issuing companies must be acceptable to BLC, in its sole discretion.

Hazard Insurance: A hazard insurance policy on the property and all business and personal property containing a Lender's Loss Payable Endorsement to Business Loan Center, LLC. using the standard New York mortgage endorsement. The policy amount must be at least equal to the total replacement value.

Liability Insurance: Commitment of general liability insurance in an amount of no less than \$1,000,000 with Business Loan Center, LLC named as an additional insured.

Life Insurance: Assignment of keyman life insurance to Business Loan Center, LLC in an amount no less than \$300,000 on Oussama Berro.

Liquor Liability Proof of liquor liability insurance in an amount of no less than \$1,000,000 with Business Loan Center, LLC named as an additional insured.

Workers' Compensation Insurance: Workers' Compensation Insurance with such limits as required by law shall be obtained by the Borrower. Borrower shall supply Lender with a certificate of such insurance issued by the carriers prior to closing.

Title Insurance: Title insurance policy in the amount of the loan. The title insurance policy must insure that whomever signs the deed of trust/mortgage has a marketable fee simple interest or a leasehold interest in the property and that BLC's deed of trust/mortgage constitutes a valid and enforceable lien upon the property. BLC's lien may not be subject or subordinate to any prior liens, encumbrances, restrictions or exceptions and the mortgaged property shall not be subject to any junior liens or encumbrances, other than those approved by BLC. BLC also shall receive satisfactory UCC, litigation and tax lien searches for Borrower(s) and Guarantor(s).

Flood Insurance: If the property is located within a flood hazard area under the National Flood Insurance Act, Borrower shall obtain a flood insurance policy satisfactory to BLC naming Business Loan Center, LLC. as an additional insured.

Tank Insurance: If the property contains a currently operating underground or above ground storage tank, Borrower(s) shall obtain tank insurance for the term of the loan naming Business Loan Center, LLC. as an additional insured.

Business Interruption Insurance: Business interruption insurance in an amount equal to (6) months of gross revenues of the Business naming Business Loan Center, LLC. as an additional insured.

Escrow: Additionally, at its option and in its sole discretion, BLC may establish an escrow for the annual premiums due for the property's hazard, flood, and earthquake (where applicable) insurance and all real estate taxes, in an amount equal to 105% of the total of these payments. The first installment may be required at Closing and thereafter 1/12th of the remaining amount will be added to your monthly principal and interest payment and automatically withdrawn from your account on the first day of each month. Escrow payments will be adjusted to reflect changes in the total amount of the property's insurance premiums and real estate taxes as they occur.

BLC MAY REQUIRE OTHER INSURANCE AS NEEDED IN ITS REASONABLE DISCRETION.

**CONDITIONS PRIOR TO
SBA SUBMISSION**

1. Provide a letter from the seller indicating the reason for the sale.
2. Provide a signed copy of IRS Tax Information Authorization (IRS Form 4506). Disbursement of the Loan cannot begin until the transcripts of the Seller's tax returns are returned to BUSINESS LOAN EXPRESS by the IRS.
3. INS Form 1115-0122 will be completed and submitted to the INS to requesting confirmation of the immigration status for Oussama Berro. The Loan can not be submitted to SBA until confirmation is received from the INS. This document will be completed and submitted by BLC.

PRIOR TO CLOSING:

1. BLC in its sole discretion reserves the right to withdraw this commitment if during the course of its due diligence process it uncovers information that adversely affects the basis upon which this commitment was issued.
2. Borrower(s) must submit for verification and review by BLC its most recent tax returns and current financial statements, covering the period not earlier than 90 days prior to closing, on Borrower(s), Guarantor(s) and all affiliates, if any.
3. Borrower(s) shall submit annual financial statements to BLC during the term of the loan, within 3 months of fiscal year end.
4. Borrower(s) and Guarantor(s) shall submit copies of annual personal and business tax returns within fifteen (15) days of filing during the life of the loan. Federal, state, and local taxes will be kept current during the term of this loan.
5. A site inspection conducted by a BLC representative, prior to closing, that is acceptable to BLC, in its sole discretion.
6. BLC shall review and approve credit reports on each principal owner of Borrower and each Guarantor(s) and Borrower. You hereby authorize BLC to obtain such credit reports with respect to Borrower(s), Guarantor(s) and any principals thereof as it may deem necessary and to furnish information to the SBA as appropriate. This authorization shall remain in effect until the loan has been fully repaid.
7. No additional debt other than the mortgage shall be incurred by Borrower(s) or placed on the property without BLC's prior written approval, before or after closing.
8. Borrower shall execute and/or provide such documents, agreements and/or assurances as are required by the SBA and/or Business Loan Center, LLC., in its sole discretion, in connection with the Loan.

9. BLC shall have received all necessary SBA approvals, guaranties and authorizations with respect to the loan, in form and substance satisfactory to BLC in its sole discretion and such shall remain in effect on the date of closing.
10. Statement from Seller to address fluctuation in gasoline sales decreasing and c-store sales increasing for the year ended 12/31/04.

THIRD PARTY DEPOSIT: \$6,000 deposit for Third Party Reports and out of pocket expenses is required. Please make check payable to Business Loan Center, LLC and return with the executed original of this letter. This Third Party Deposit will be refunded to Borrower, less expenses, within sixty (60) days after closing.

EXPENSES: You hereby authorize and request BLC to order all required appraisals, environmental reports, engineering reports, credit reports and to retain attorneys to prepare closing documents and opinions of counsel acceptable to BLC and to supervise the closing of the Loan. Borrower(s) shall be responsible for paying all Third Party costs in connection with the preparation for and the closing of the loan, whether such loan is closed or not. Such costs include, but are not limited to, legal fees and expenses, fees for filing, closing and recording the documents, SBA guaranty fees and any out-of-pocket expenses incurred by BLC not covered by the Third Party Report Deposit. Obligation to pay these expenses shall survive the closing of the loan and the expiration and termination of the Commitment Letter. Amounts previously paid on behalf of Borrower(s), as a Third Party Report Deposit shall be credited against these costs.

ACCEPTANCE: Please sign below and return the original of this letter, along with your \$975 Packaging Fee and \$6,000.00 Third Party Deposit payable to Business Loan Center, LLC, to BLC no later than Tuesday, March 01, 2005.

EXPIRATION OF COMMITMENT: Unless specifically extended in writing by BLC, this commitment will expire and become void on March 31, 2005. If you wish to cancel this commitment prior to this date, please provide written notice to BLC as soon as possible.

This commitment letter dated, February 1, 2005, sets forth the entire agreement and understanding of the parties with respect to the Loan and supersedes all prior agreements written or oral with respect therein. Thereafter, this commitment together with the SBA Authorization and Loan Agreement and the other documents executed at closing or required therein shall set forth the entire agreement and understanding of the parties with respect to the Loan. Borrower(s) understands and acknowledges that it may not rely upon any statements or representations made by any party in connection with the Loan unless they are contained in this commitment or in a subsequent writing signed by a duly authorized officer of BLC. This commitment may not be modified or amended, except in writing signed by the parties hereto.

Should you want to discuss any of the terms and conditions as outlined herein, please do not hesitate to call me at (540) 899-9174. We look forward to working with you and thank you for choosing Business Loan Express for your borrowing needs.

Sincerely,



Brenda Billington

Brenda Billington
Underwriter

[ACCEPTANCE ON FOLLOWING PAGE]



Accepted:

Borrowers

By: [Signature]
Name: Oussama Berro
Title: President, O & KB, LLC

Date: 2-8-05

Guarantors

By: [Signature]
Name: Oussama Berro
Title: Individually

Date: 2-8-05

By: [Signature]
Name: Kamal Berro
Title: Individually

Date: 2-8-05

Please return the fully signed Commitment Letter with any required deposits to:

Business Loan Center, LLC.
1671 Jefferson Davis Hwy Suite 104
Fredericksburg, VA 22401

Attention: Brenda Billington